

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GENERAL TOOLS & INSTRUMENTS, LLC,

Plaintiff,

Case No.: 1:20-cv-01036

v.

Judge Jorge L. Alonso

THE PARTNERSHIPS AND UNINCORPORATED
ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Magistrate Judge Susan E. Cox

Defendants.

FINAL JUDGMENT ORDER

This action having been commenced by GENERAL TOOLS & INSTRUMENTS, LLC, ("GTI") against the defendants identified in the attached First Amended Schedule A and using the Defendant names and online marketplace accounts (collectively, the "Defendant Internet Stores"), and GTI having moved for entry of Default and Default Judgment against the defendants identified in the First Amended Schedule A attached hereto (collectively, the "Defaulting Defendants");

This Court having entered upon a showing by GTI, a temporary restraining order and preliminary injunction against Defaulting Defendants which included an asset restraining order;

GTI having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint or appeared in any way, and the time for answering the Complaint having expired;

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. “In the context of cases like this one, that means a plaintiff must show that each defendant is actually operating an interactive website that is accessible in Illinois and that each defendant has aimed such site at Illinois by standing ready, willing and able to ship its counterfeit goods to customers in Illinois in particular (or otherwise has some sufficient voluntary contacts with the state).” *Am. Bridal & Prom Indus. Ass’n v. P’ships & Unincorporated Ass’ns Identified on Schedule A*, 192 F.Supp.3d 924, 934 (N.D. Ill. 2016). In this case, Plaintiff has presented screenshot evidence that each Defendant Internet Store is reaching out to do business with Illinois residents by operating one or more commercial, interactive Internet Stores through which Illinois residents can and do purchase products using counterfeit versions of Plaintiff’s Trademarks. *See* Docket No. 14 which includes screenshot evidence confirming that each Defendant Internet Store does stand ready, willing, and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the ANGLE-IZER trademarks, which are covered by U.S. Trademark Registration Nos. 5,345,751; and 5,345,752 (“ANGLE-IZER Trademarks”) and ANGLE-IZER copyrights, which are covered by U.S. Copyright Registration Nos. VA0002183652; VA0002183717 (“ANGLE-IZER Works”).

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), and violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510, et seq.).

IT IS HEREBY ORDERED that GTI's Motion for Entry of Default and Default Judgment is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Final Judgment is entered against Defaulting Defendants.

IT IS FURTHER ORDERED that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the ANGLE-IZER Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine GTI Product or not authorized by GTI to be sold in connection with the ANGLE-IZER Trademarks and ANGLE-IZER Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine GTI Product or any other product produced by GTI, that is not GTI's or not produced under the authorization, control or supervision of GTI and approved by GTI for sale under the ANGLE-IZER Trademarks and ANGLE-IZER Works;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control or supervision of GTI, or are sponsored by, approved by, or otherwise connected with GTI;
 - d. further infringing the ANGLE-IZER Trademarks and ANGLE-IZER Works and damaging GTI's goodwill;
 - e. otherwise competing unfairly with GTI in any manner;
 - f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or

- inventory not manufactured by or for GTI, nor authorized by GTI to be sold or offered for sale, and which bear any of the ANGLE-IZER Trademarks and ANGLE-IZER Works or any reproductions, counterfeit copies or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts, that is being used to sell or is the means by which Defaulting Defendants could continue to sell Counterfeit/Infringing Products; and
 - h. operating and/or hosting websites registered or operated by Defaulting Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the ANGLE-IZER Trademarks and ANGLE-IZER Works or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine GTI Product or not authorized by GTI to be sold in connection with the ANGLE-IZER Trademarks and ANGLE-IZER Works.
2. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as, but not limited to, Amazon or Alibaba Group Holding Ltd., Alipay.com Co., Ltd. and any related Alibaba entities (collectively, “Alibaba”), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, shall within three (3) business days of receipt of this Order:
- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the ANGLE-IZER Trademarks and ANGLE-IZER Works, including any accounts associated with the Defaulting Defendants listed on First Amended Schedule A attached hereto;

- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the ANGLE-IZER Trademarks and ANGLE-IZER Works; and
 - c. take all steps necessary to prevent links to the Defendants identified on First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defendants from any search index.
3. Pursuant to 15 U.S.C. § 1117(c)(2), GTI is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit ANGLE-IZER Trademarks on products sold through at least the Defendant Internet Stores.
 4. Pursuant to 17 U.S.C. § 504(c)(2), GTI is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful infringement of the ANGLE-IZER Works on products sold through at least the Defendant Internet Stores.
 5. Western Union shall, within two (2) business days of receipt of this Order, permanently block any Western Union money transfers and funds from being received by the Defaulting Defendants identified on First Amended Schedule A.
 6. eBay, Inc. (“eBay”), PayPal, Inc. (“PayPal”), ContextLogic, Inc. (“WISH”), Amazon Payments, Inc. (“Amazon”), Alipay US, Inc. (“Alipay”), Alibaba Group Holding Limited (“Alibaba”), Heguang International Limited or Dunhuang Group d/b/a DHGATE, DHGate.com, DHPORT, DHLINK and DHPAY (“DHGate”) and Tophatter, Inc. (“Tophatter”), shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ online marketplace accounts or Defaulting Defendants’ websites identified

on First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter, are hereby released to GTI as partial payment of the above-identified damages, and eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter is ordered to release to GTI the amounts from Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter accounts within ten (10) business days of receipt of this Order.
8. Until GTI has recovered full payment of monies owed to it by any Defaulting Defendant, GTI shall have the ongoing authority to serve this Order on eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter in the event that any new eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter shall within two (2) business days:
 - a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites, including, but not limited to, any eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter accounts;
 - b. Restrain and enjoin such accounts or funds that are Asia based from transferring or disposing of any money or other of Defaulting Defendants' assets; and

- c. Release all monies restrained in Defaulting Defendants' eBay, PayPal, WISH, Amazon, Alipay, Alibaba, DHGate and Tophatter accounts to GTI as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
9. Until GTI has recovered full payment of monies owed to it by any Defaulting Defendant, GTI shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:
 - a. Locate all accounts connected to Defaulting Defendants, Defaulting Defendants' online marketplace accounts or Defaulting Defendants' websites;
 - b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of Defaulting Defendants' assets; and
 - c. Release all monies restrained in Defaulting Defendants' financial accounts to GTI as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.
- d. Upon Plaintiff's request, the Internet marketplace website operators and/or administrators for the Seller IDs shall disable and/or cease facilitating access to the Seller IDs, including any other alias seller identification names being used and/or controlled by Defendants to engage in the business of marketing, offering to sell, and/or selling goods bearing and/or using counterfeits and infringements of Plaintiff's ANGLE-IZER Trademarks and ANGLE-IZER Works.
10. In the event that GTI identifies any additional online marketplace accounts, financial accounts owned by Defaulting Defendants, GTI may send notice of any supplemental

proceeding to Defaulting Defendants by e-mail at the email addresses identified in Exhibit 3 to the Declaration of Ralph Mallozzi and any e-mail addresses provided for Defaulting Defendants by third parties.

11. The bond posted by Plaintiff in the amount of \$10,000.00 is hereby ordered released by the Clerk to Plaintiff or Plaintiff's counsel.

This is a Final Judgment.

Dated: September 16, 2020

A handwritten signature enclosed in an oval shape.

Jorge L. Alonso
United States District Court Judge

FIRST AMENDED SCHEDULE A

NO.	DEFENDANTS
1	van
2	wioper
3	threedragon mart
4	HK shanghai group limited
5	
6	Lifetree intl
7	EYDeed
8	
9	Coolgos
10	Shenzhen Duoduoshop e-Commerce Ltd
11	Easy_deal
12	hong qi baby
13	
14	hongwanling
15	CHINESE STORE
16	
17	
18	Tom In Box
19	Clock220
20	Wenzhou fashion jewelry
21	
22	DIY-crazy
23	walkpros
24	Life or death
25	epo
26	tyn
27	giftformybestfriend
28	hho
29	
30	HYFAN
31	ycjhenny
32	
33	maoxian
34	
35	haoyijiaju
36	LOVE-xinwei
37	CIVITATIS

38	
39	wangweiwang
40	blueshabbychic
41	Tongmao parts store
42	taogis stone
43	Madmiss Alice
44	singtrip
45	Go.girl
46	
47	TechKen
48	Sharing Fashion
49	fancyqube
50	
51	<u>iWantZone.com</u>
52	bolin2019
53	
54	MEI11
55	
56	mikefu
57	Doublebean
58	PHYF
59	little elephant
60	
61	claritalley
62	ggjfbm123
63	YHurd Yu Juntong Store
64	zhenxindaini
65	limeibulou
66	Wu Yanyan's shop
67	you jian huo zhan
68	a_coming
69	wanhaoxiaodian
70	Everything possible Clothes
71	lililimanlisha
72	wuxueping159
73	Jean Purchase
74	Nine-star Guide
75	ABDshop4u
76	

77	
78	
79	berry
80	YBay
81	chens
82	**yosifov_global**
83	*best_daily_deals*
84	*lovely_valentin*
85	2008outdoorsell
86	2013blingmall
87	2015updayday
88	2fit_fitness_shop
89	7starstore
90	88uniquesshop
91	a2z-discounts
92	
93	abshop.shop
94	activelifestore2018
95	ag-just-for-you
96	ahnafonline
97	aiqy2913
98	alzhamm1_1
99	andfeti-43
100	andgre-91
101	apdp11
102	ayelal96
103	bananawinterstore
104	bargain_world_888
105	bel_3985
106	berlin201692
107	besric
108	best_deals_service
109	
110	best-supplies-2-u
111	
112	bettercheer
113	
114	bg-babygroove
115	bluestoremarto

116	boatpropeller
117	bobamarinesstore
118	bollybelly
119	buyouritem
120	by_to_shine
121	carol_yeah
122	cases-store99
123	clickisyesterday
124	clinkz-bone
125	cobala_989
126	
127	
128	cuhoan_13
129	cwinpaper01
130	dacasback
131	dailynecessities0.99
132	dailytrips
133	danbuj-10
134	danielleshoppe
135	davidsgroup
136	deadsea_product
137	dealstore
138	dhcstore
139	
140	directbuy-es
141	downtownmall
142	dragonwang876_3
143	
144	
145	dvdbarato-es
146	e-seller2040
147	e-shippyshop
148	easy_trader_74
149	
150	
151	epicesolutions
152	ete-mall
153	extra-one
154	factorykiss-oz

155	fastitemshop
156	fastnewsales
157	fjhllmy
158	fjxmcx2006
159	
160	gadgetzoneuk
161	galaxyshop19
162	genevievephil
163	ggc-ltd
164	gintaryno-02
165	glieb-0
166	gooddeals-123
167	goods-direct-goods
168	greatkingdom11
169	green_park99
170	greentree199
171	hammo123ye
172	happy_shop_2019
173	hittory-tool
174	
175	hotdeals666
176	
177	imbargains24-7
178	
179	irlowcost
180	jafsalonline
181	jamie_leiffers
182	jonalo-30
183	koko-global
184	kotl_guan
185	ktstoregroup
186	
187	lalashop9x
188	lestyam-50
189	liufelian_0
190	liuxiaoxiao163
191	loftydeals2018
192	longshineau
193	mackipaki-shop

194	mafdetstore
195	magicfashion_uk
196	magicgift
197	makife
198	
199	mathkum0
200	maxsuperstoreservice
201	
202	mirana-prince
203	mohelz-99
204	moonandstar_inthesky
205	mubk2784
206	myshop-online24
207	nacuc_66
208	nadash-62
209	newyearstore
210	ngta-37
211	nguye3536
212	niikae
213	nikecome
214	ninja.deals
215	niyachacha
216	no2parts
217	northpolelabs
218	obdtoolshop
219	one_belt_one_road
220	pengarregproduct
221	perfectdeal20199
222	
223	
224	profitable.deal
225	protoools2019
226	puridian_ttr89
227	purplefary
228	quakoi
229	qudinht0
230	rafiamzd
231	rich-five
232	rikoset6977

233	rosy_days
234	rotrahobbies2013
235	salewish
236	saqlain1214
237	sarunhardware
238	sea-people-marine
239	shop_easy555
240	shoppingmadeeeasy2
241	small-shop-4u
242	smart_shopping_3
243	
244	solutions_4you
245	som_sye
246	star_wars_world
247	starlifelighting
248	startup-27
249	stray_uk
250	supanut2006
251	
252	supersale0011
253	supper_sell
254	sydney-opera-house
255	tapestryindia
256	tenper365
257	
258	themisstore
259	
260	tool-edge
261	toshikatsuhamana
262	trackbase2016
263	trybest5
264	
265	ubiversalstore
266	uk_dealsguru
267	universal-world
268	vitrin_39
269	waelayad
270	wanggaofeng163
271	warehousediscountsales

272	
273	we_are_1
274	wecostlessstore
275	wittymotor
276	
277	worldnow
278	
279	yellow-star11
280	yes-ship-2days
281	yesgarden
282	
283	
284	your-shop-999
285	zaushop
286	zephstock
287	
288	zkh2011
289	zoutianyaa
290	Going Merry Store
291	OK General Store
292	TONIKMM
293	KZ Development
294	Pandamen NLH
295	Talent Products
296	lvliangshilishiouxiaoguangbianlidian
297	
298	HS Store Shop
299	ASD Accessories
300	Cosmoware
301	Asien Direct
302	GuaGua
303	Wanpako
304	MABEST
305	ANTIK shop
306	SEMKO
307	LANGINGUS
308	Colorlight
309	Kottle
310	ZivaTech

311	Mingpinhuius
312	Minielectro
313	tenyears
314	
315	liyunshop
316	AEmber BK
317	MTSK-NA
318	Eternal Cover
319	Lin-Tong.
320	JJEcommUS
321	JTs
322	★Bestchoice★
323	
324	LAPHs
325	Rabinyod_Bulan
326	
327	Gwill
328	TTOBS
329	HomeAccessory
330	
331	Amenitee Brand LLC
332	ggfdsgsdag
333	
334	
335	"Almark" LLC
336	Topsame Store
337	STAR RICH
338	NEWLIFEE
339	OLE STAR
340	theoneshop66
341	
342	
343	Single Mom Shop
344	
345	Liberty Tribe
346	
347	DaKuHo
348	guanyunxiu7-US
349	Aoymimii Store

350	ZENDY USA
351	MIRACLE9
352	
353	RIMDOMN
354	On-time store
355	TopVendor
356	Future on
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359	Mimeng
360	S5E5X
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362	LeoVatino
363	Weiye Pro
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366	Best Gess
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368	BE-TOOLUS
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372	WTFM
373	fsdualwin-us
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375	WKFSDAG
376	globalbestshop
377	kutrer
378	
379	PASTEL
380	BITOO
381	
382	Amazing Tools
383	Gmeit
384	Moneil Tech
385	
386	Portos Max
387	Fashion US01
388	Kozy-Life

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390	KEAIMEI
391	Zajo Products
392	VHRz
393	Waterp
394	MooMail-US
395	Lindsie Box
396	Ecke
397	ZAYYAZ
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399	FOR HOME MARKET
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401	OpeniMart
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405	M\$M SHOP
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407	Vase lonsa
408	JAJ Shop
409	Sangepetch st.
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417	The Luxe Products Company
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420	Spark mid-US
421	RotekDirect
422	WCE Marketplace
423	
424	BERNIE ANSEL
425	Cool Club
426	TQP-CK-US
427	baree shop

428	Super Party Boy
429	Amenvtool
430	Sellers trustworthy tree
431	LL Bridal
432	HUAZHAO-US
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435	
436	Gandaria US
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441	CUORE BANGKOK
442	Lhoste
443	Lexiesxue CSF Store
444	Jormar Essentials
445	
446	YUKONIX
447	Sayfunny
448	Exe Tool
449	
450	Wild Donkey
451	CJR
452	veteran innovations
453	
454	Leo-4Beauty
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456	SANSUM
457	palapolshop
458	XUYF
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467	Allenhope
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469	ZANAN
470	Max Happy Shopping
471	S-BETTER
472	S-Sport-Life
473	Mulslect
474	zotoyashop
475	G & H E-MARKETING
476	Lameeeeei
477	Orange Tools
478	Mr.Scotch
479	GIIH
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481	KKING
482	
483	Dpowro Direct
484	EnCoCo District
485	Hanzhong E-commerce
486	MONICO SHOP
487	HOHXEN
488	UMINI
489	
490	DGXIAKE
491	KeepTpeeK
492	LONGTINGSIHAI
493	M.A.A.P
494	aohang
495	U GOT A DEAL
496	ruichi7-US
497	Nazala
498	Cosymart
499	Plakza
500	tanya shop
501	kunkung05
502	BELONG STORE
503	Amare Ampio
504	PuntaRossa
505	SHOPPER's CHOICE

506	MeanHoo
507	NJPOWER
508	FUQIANG
509	Brilliant Smart
510	
511	Durable Products
512	
513	KYRASA
514	RIKAS SHOP
515	WCHAOEN
516	KINWAT STORE
517	
518	TEPLO
519	AllInOneShop
520	peppermint07
521	JIALIUJ Store
522	Holeco Outlet
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525	ier0Kpsa Direct
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527	Ur Unique U
528	PANDAMarket
529	LinXianQingLiangSiErLongRiZaShangDian
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531	ZiZang
532	YI NUO Business purchase
533	Annibus
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535	TUYOU
536	Sforza.
537	
538	Yourfriend Store
539	Shanghang
540	Basonx-US
541	Resistance ha
542	Derek One
543	ttnight
544	Fishing Accessories

545	Very Happy Shop
546	Reminder Me
547	Umiller
548	Global Retail Merchandise Store
549	FN-Tool Store
550	NightStar Store
551	
552	MEASURING TOOLS-KACYTOOLS
553	Toplander Outdoor Store
554	FLY BABY
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562	Tool&Tools Store
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565	WZB Global Store
566	Beautiful Exquisite Life Dropshipping Store
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572	MainPoint Tools Store
573	MIRUI
574	DBird Tool Store
575	DOWILL Store
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582	Halojaju Department Store
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585	KingPet Market Store
586	The world's leading precision cutting tool Store
587	
588	Shop2945114 Store
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590	WINOCEAN Tools Store
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592	Shop2960077 Store
593	BZNVN Store
594	Shop2998064 Store
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599	Shop3199063 Store
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601	Mastool Distribution Store
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604	JOYJOY Learning Store
605	lamplight Store
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609	Happiness Light Store
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611	Trendy Luckyy Store
612	Zeego Store
613	Zenpan Store
614	ShenZhen Instrument Tool Drop Shipping Store
615	Tools&Instruments Professional Store
616	
618	Marvellous Life Store
619	adorn your house Store
620	
621	
622	
623	Oh La La Store

624	Kitchen Accessories Factory Direct Store
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631	3C Electron Dropshipping Store
632	Buy for Your Lifestyle Store
633	Pangpang Life Store
634	Ai Shenghuo Store
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638	Yangmin Camping Store
639	
640	
641	
642	Instrument&Tools Ali Store
643	BearLink Store
644	
645	
646	
647	Yi Xinglong Store
648	
649	YL LOVEHOME Life Store
650	
651	2019 Drop Shipping Store
652	
653	
654	
655	Life Assistant Store
656	TopDsf Global Store
657	
658	rozzisoue Yan Jie Teaching Stationery Store
659	Yiwu Small Commodity Market Store
660	Nicer Life Store
661	Ai Dou Tools Store
662	Lovelife2019 Store

663	Shanmammy dropship Store
664	Sunlight0123 Store
665	Tool Expert Store
666	SPIFFLYER RainbowSun Store
667	
668	
669	Solria Store
670	A Warm Cottage Store
671	A comfortable house Store
672	Room Professional Simplifi-er Store
673	Shop5244171 Store
674	Tooline Store
675	金华万丰工具源头厂家
676	Shenzhen DJX Electronic & Technology Co., Ltd.
677	Ningbo Dream Union Home Products Co., Ltd.
678	Wenling Wenqiao Kung Chan Tools Firm
679	
680	Shenzhen Thousandshores Technology Co., Ltd.
681	Jinhua Kacy Tools Co., Ltd.
682	
683	Shanxi Lisca Materials Co., Ltd.
684	LONG JER PRECISE INDUSTRY CO., LTD.
685	
686	JUI SHIH YA ENTERPRISE CO., LTD.
687	Shenzhen Qiansheng Technology Co., Ltd.
688	Suzhou Zhixinhang Hardware & Electrical Co., Ltd.